Prop
S.J.-
Boat Harbor

(RE)

August 1, 1955

My dear Mr. Wurster:
Mr. Crittenden:
Dr. Armstrong:

Just to keep you up to date, here is a copy of a letter from Mr. John Van Horn, Mayor of Sitka, replying to our recent letter relative to the proposed small boat harbor for Sitka.

I am also enclosing for Mr. Wurster and Mr. Crittenden, copies of Dr. Jackman's letter to Mr. Van Horn, correcting an erroneous impression in the fifth paragraph of Mr. Van Horn's letter. Dr. Armstrong has received a copy of this letter directly from Dr. Jackman.

Needless to say, we are all eagerly anticipating Mr. Tribus' return and report on his visits to Sitka and Haines.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Mr. Roland D. Wurster
Sheldon Jackson Jr. College
Sitka, Alaska

Mr. Edwin D. Crittenden
1565 F Street
P.O. Box 358
Anchorage, Alaska

Dr. R. Rolland Armstrong
Box 2539
4 Behrends Avenue
Holman, New Mexico

KEG:tc
Dictated by Miss Gladfelter
but signed in her absence.

Encl.: Correspondence

MM-179-1

LEASE AND OPTION
SMALL BOAT HARBOR

HAINES, ALASKA

Dated: August 1, 1955

Recorded in Bk. 2-Misc.
on Page 144/154 of the
records
Territory of Alaska
Haines, Alaska } ss.

LEASE and OPTION

Small Boat Harbor-Haines, Alaska

THIS LEASE, made the first day of August, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a corporation existing under and by virtue of the laws of the State of New York with an office and principal place of business at 156 Fifth Avenue, City, County and State of New York, hereinafter called the Lessor, and the TOWN OF HAINES, a municipal corporation organized under the laws of the Territory of Alaska, hereinafter called the Lessee.

WITNESSETH:

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid and performed, hereby demises and lets to the Lessee the following described premises:

> ALL that piece of property situate and being in the Town of Haines, Territory of Alaska, described as follows:
>
> Beginning at Corner No.1, identical with Corner No.1 of U.S.S. No.735, thence North 80 degrees 58 Minutes West 26.00 feet along the line 1-4 of U.S.S.No.735 to Corner No.2 a point on the easterly line of the existing Beach Roadway thru U.S.S.No.735; Thence South 4 degrees 30 minutes East 600.00 feet along the Easterly line of the existing Beach Roadway to Corner No.3; thence South 80 degrees 58 minutes East 42.04 feet to Corner No.4 on the Meander Line No.1 of U.S.S.No.735; thence North 5 degrees 59 minutes West 603.95 feet along Meander Line No.1 of U.S.S.No. 735 to Corner No.1, the place of beginning; containing in all 0.456 acres more or less; being a portion of U. S. Survey, 735, accepted on the sixteenth day of April, 1908, as shown on the official plat and in the official field notes thereof, which are on file in the Public Survey Office, B.L.M., Alaska.

SUBJECT to all zoning regulations affecting the premises now or hereafter in force; to any state of facts which an accurate survey may show; to restrictive covenants, easements and agreements of every kind and nature appearing in instruments of record. The above described premises are to be used as a small boat harbor by the Town of Haines, or for access thereto.

TO HAVE AND TO HOLD the said premises with any appurtenances thereunto belonging unto the Lessee for and during the full term of twenty-five (25) years commencing at twelve o'clock noon on the first day of August, 1955, and ending on the 31st day of July, 1980, at twelve o'clock noon on that day, unless sooner terminated as hereinafter provided;

YIELDING AND PAYING therefor to the Lessor a net annual rental of Twenty-five Dollars ($25.00) for each of the years of said term, commencing on the first day of August, 1955, and ending on the 31st day of July, 1980, said payments to be made annually on the first day of August of each and every year during the period of this lease.

PROVIDED, NEVERTHELESS, that if the rent above reserved shall not be paid on any day whereon such payment is due and such default shall continue for a period of thirty (30) days thereafter; or if the Lessee shall at any time during the demised term fail in the performance of, or permit the violation of, any of the covenants, conditions, terms or provisions in this lease contained, which on the part of the Lessee are or ought to be observed, performed and fulfilled, when such default shall not be made good within thirty (30) days, or if during the demised term the Lessee shall be adjudicated bankrupt or take the benefit of any insolvency act, THEN, in any of the events enumerated above the Lessor may, at its option, on thirty days notice in writing, terminate this Lease, and this lease and the term thereof shall automatically cease and determine at the expiration of the said thirty day period, and it shall be lawful for the Lessor at its option to enter the demised premises, or any part thereof, and to have, hold, repossess and enjoy the said premises and to remove all persons therefrom by summary proceedings, or by any action or proceeding, or by force or otherwise, any notice required by any city ordinance or by the laws of the Territory of Alaska, or any other statute now or hereafter in force, being hereby waived.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

FIRST: The Lessee shall during the term hereby granted pay to the Lessor the annual rent herein reserved and all such other sums as may become payable on account of the Lessee's default in the observance of any of the covenants herein contained on the Lessee's part to be performed.

SECOND: The Lessee shall during the term aforesaid pay and discharge all duties, taxes, assessments, and shall be responsible for the repair and maintenance of all buildings and docks, ramps and runways which may be erected on the demised premises, at its own cost and expense.

In the default of the payment of any such duties, taxes, assessments or other charges by the Lessee, the Lessor may terminate this lease by giving thirty (30) days written notice to the lessee of its intention so to do.

The Lessee shall render an annual report to the Lessor, submitting receipted bills, which the said Lessee has paid in connection with the demised premises and shall render to the Lessor a statement at the end of each and every year on or before the 31st day of December that there are no liens or encumbrances against the premises herein demised.

THIRD: All buildings and improvements which may be erected or placed on or in the demised premises at any time during the term of this lease shall not be so erected or placed until their design has been approved by the Lessor in writing and their use approved by the advisory board of the City of Haines. It shall be the responsibility of the Lessee that all of said buildings and docks, ramps and runways which shall be so erected or placed on the demised premises be kept in good andsubstantial order and repair, outside and inside, at its sole cost and expense;and the Lessee shall comply with all the orders, regulations, rules and requirements of every kind and nature relating to the premises, now or hereafter in effect, of the federal, territorial, municipal or other governmental authorities, whether they be usual or unusual, ordinary or extraordinary, and whether they or any of them relate to structural changes or requirements of whatever nature, or to changes or requirements incident to, or as the result of any, use of occupation thereof or otherwise, and the Lessee shall be responsible for payment of all costs and expenses incidental to such compliance, and will indemnify and save harmless the Lessor from all expense, and/ or damages by reason of any notices, orders, violations or penalties filed against or imposed upon the premises, or against the Lessor as owner thereof, because of the failure of the Lessee to comply with this covenant.

FOURTH: The Lessee from and after the date of the commencement of the term of this lease will hold the Lessor harmless against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this lease, and against any order or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury

to person and/ or property or loss of life sustained in or about the demised premises and the buildings and improvements thereon, during the term hereby demised, or upon the sidewalks, walks, paths, roads, steps, railings and approaches appurtenant thereto by any person or persons, or boats, or vessels, or automobiles, or bicycles, or motorcycles, or carts, or seaplanes, or aeroplanes whatever.

FIFTH: The Lessee will afford free dockage for vessels not to exceed two (2) in number belonging to the Lessor for any period of time should docking facilities be there constructed at Lessee's instance.

SIXTH: If any person or corporation - municipal, private or otherwise - shall at any time during the term hereby demised, lawfully condemn and acquire title to the demised premises or to any portion thereof, or to any building or buildings or their appurtenances hereafter erected thereon, pursuant to any law, general, special or otherwise, the Lessor shall be entitled to, and shall receive the award or payment made for the demised premises exclusive of buildings or their appurtenances.

SEVENTH: The Lessee shall during the demised term maintain liability insurance, insuring the Lessor and the Lessee. The liability policy shall be one which will afford protection to the limit of $100,000, in the event of injury or death to a single person or to the limit of $300,000, in the event of any one accident. The original policies shall at all times be kept by the Lessor during the duration of the term of this lease. All such insurance is to be taken out at the sole expense of the Lessee. Upon failure at any time upon the part of the Lessee to pay the premiums for the insurance required by this clause, the Lessor shall be at liberty from time to time, as often as such failure should occur, to pay the premiums therefor, and any and all sums so paid for insurance by the Lessor shall be and become and are hereby declared to become rent under this lease and shall be immediately due and payable as such on the next rent day or any succeeding rent day. PROVIDED, however, Lessee shall not be required to observe the provisions of this paragraph until construction of boat harbor facilities at or adjacent to the demised premises shall start.

EIGHTH: In the event that the demised premises or any buildings or improvements at any time thereon shall be damaged by fire, tornado, cyclone, earthquake, windstorm or explosion, or in or as the result of any riot, disorder or any other civil or military commotion, the rent herein reserved shall be paid as herein provided without any claim for any reduction or diminution whatever.

NINTH: In the event that the Lessor shall pay any sum of money, or do any act which shall require the expenditure of any sums by reason of the failure of the Lessee to perform any of the covenants or conditions herein contained, the Lessee covenants to repay immediately the payment of such sums to the Lessor upon demand, and in default thereof the sums so paid by the Lessor, together with interest thereon, may be added as additional rent to the fixed rent becoming due upon the next rent day, or any subsequent rent day and shall be payable as such.

TENTH: The Lessee will surrender and deliver up the demised lands and any buildings remaining thereon and all other fixtures and appurtenances at the expiration of the term of this lease or upon sooner termination of the term (except if terminated by Lessee's exercise of the hereinafter granted option to purchase the demised premises) in good repair and condition, reasonable wear and tear thereof excepted, and such buildings, improvements and fixtures shall in that event become the absolute property of the Lessor.

ELEVENTH: If any mechanics or other liens or order for the payment of money shall be filed against the demised premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to, or for the Lessee at the demised premises or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, the Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise at the election and expense of the Lessee.

TWELFTH: If, at any time during the demised term, the demised premises or any part thereof shall be abandoned by the Lessee, the Lessor may, at its option, enter into or upon the demised premises by force or otherwise, without

being liable for any prosecution therefor, and without becoming liable to the Lessee for damages, and take possession of the demised premises, and this lease shall thereupon be null and void except that the Lessor may preserve any right of action which it may have against the Lessee by reason of the abandonment of the premises by the Lessee.

THIRTEENTH: The Lessor shall have at all times the right to enter the demised premises at reasonable hours for the purpose of inspecting them.

FOURTEENTH: The lessee covenants not to use or suffer the use of the premises or any buildings on the demised premises for any illegal or unlawful purpose, nor shall the Lessee permit the sale of liquor or spirits of any kind or nature on the demised premises or from any vessel anchored therein.

FIFTEENTH: In further consideration of the covenants and agreements herein contained, Lessor does hereby grant Lessee the exclusive right, option and privilege to purchase the leased premises or any portion or portions thereof five years from the date of execution hereof, and if not then exercised by Lessee said exclusive option to purchase will remain available to Lessee and may by Lessee be exercised, on notice to Lessor as hereinafter provided, on any fifth anniversary of the execution hereof during the term of this lease or of any renewal thereof, namely, on the anniversary date of this instrument in the years 1960, 1965, 1970, 1975, etc. A purchase price shall be fixed and determined by a three-member board of qualified appraisers, one of whom shall be selected by Lessor, one by Lessee and the third by the two members so first chosen, said purchase price to be paid to Lessor by Lessee under terms of payment then to be arranged between the parties. The purchase price so to be determined shall be based on the fair market value of the property, exclusive of improvements placed thereon by or with the consent of the City of Haines, Alaska, as of the date that the option to purchase is exercised, namely, on the anniversary date of this instrument in the years 1960, 1965, etc.

Lessee shall notify Lessor not less than ninety (90) days prior to any of said dates of Lessee's desire to exercise said option and each party shall thereupon promptly notify the other of the name of its selection as appraiser, and shall thereafter act jointly and expeditiously to initiate appraisement.

GB

In the event agreement as to value of the herein described premises cannot be reached by any two of said three appraisers, the appraisers' reports shall then be submitted to the United States District Judge for the First Judicial Division of Alaska for decision, and his decision as to value shall be final. Should said District Judge decline to act, the parties hereto shall dismiss the three-member board of appraisers and each shall appoint a new appraiser, which two appraisers shall select a third appraiser and said three appraisers shall proceed as herein above stated to set an appraised value as consideration for the purchase of said property.

Both parties agree to be bound by the decision of any two of said first group of appraisers as to a proper consideration for the purchase of said premises, or by the decision of the United States District Judge, as mentioned aforesaid, should the matter be referred to him, or by any two of the second board of appraisers if appointment of same becomes necessary.

Lessor covenants in the event of exercise of said option to convey the said premises in fee by deed, containing covenant against grantor's acts, free and clear of all encumbrances which may have been created by the grantor but excepting therefrom such encumbrances as the grantee may have created or suffered. Upon delivery of such deed this lease shall become void and of no further force or effect, except that the provisions ~~for tax exemption~~, for the formation of the advisory board and planning commission looking towards the disposal of such of the Lessor's property not retained by it for the use of its mission known as Haines House, will survive the delivery of the deed for a period of ~~five years in the event the purchase price is determined by appraisal by the three-member appraisal board method hereinbefore set forth; or for~~ eight years, ~~if the named purchase price set forth in this lease is accepted by the Board;~~ it also being thoroughly understood that the Lessee will not attempt to tax any of the mission property not legally taxable under the laws of the Territory of Alaska ~~as now in effect.~~

It shall be proper for said boards of appraisers to consider, and the members thereof shall consider and be guided by an appraisal of said described premises to be made in the year 1955, by an appraiser or appraisers to be named by the First National Bank of Juneau, Alaska; with the understanding

that said 1955 appraisal shall be one but not the sole basis of said three-member boards' making an equitable valuation of the premises in 1960, or thereafter. It is, however, the intent of this provision that a valuation so made in 1960, or subsequently, shall not penalize Lessee for improvements of said described site or for an increase in its value by reason of improvements resulting from Lessee's efforts, occupancy or possession, or work performed by or at the instance of Lessee or the Alaska Public Works agency; and such 1955 appraisal shall in turn be submitted to and for the guidance of all persons hereinabove provided for to perform any part of the appraisal process at any stage of said process as hereinabove described.

SIXTEENTH: In further consideration of the rents, covenants and agreements herein contained, the City of Haines will remove from the municipal tax rolls those of Lessor's properties which are now on said tax rolls, including the farmer's cottage, until the hereinabove granted option be exercised by Lessee, except that said properties or portions thereof shall upon their sale, or upon their lease for commercial, industrial or residential purposes, be placed upon said tax rolls at such times as sale or lease is consummated or possession is transferred under contract of sale or execution of lease. This provision shall also apply to additional properties within the municipal limits of the City of Haines owned by the Lessor which may be placed upon the market for sale or commercial lease as may be from time to time determined by the advisory board and planning commission. ~~It is further understood and agreed that if the~~ option to purchase referred to above is exercised, ~~named purchase price hereinbefore set forth is accepted by the Lessor, no property of Lessor which otherwise is legally taxable at the time of the exercise of the option to purchase, shall be placed upon the municipal tax rolls for a period of eight years following exercise of said option.~~

SEVENTEENTH: In further consideration of the mutual covenants and agreements herein contained, the City of Haines agrees to act under provisions of Section 16-1-35 (23) ACLA 1949 ~~Chapter 115, Session Laws of Alaska 1953,~~ toward the creation of a Planning Commission and to encourage said planning commission to work with an advisory board to be named jointly by the parties hereto, and on which advisory board each party shall have equal representation, toward the end that said advisory board and planning commission act together in the zoning and planning for proper long

term utilization of all properties in the area, including those belonging to Lessor.

EIGHTEENTH: It is the belief of the parties hereto that a leasehold interest in the City of Haines to the within described premises will satisfy land acquisition requirements of the Alaska Public Works agency of the United States Department of the Interior for acceptance by said agency of an application for, and construction of, a breakwater on the tidelands and submerged areas lying immediately seaward of the described premises, pursuant to an Act of Congress dated August 24, 1949, (48 USCA 48 6 et. seq.) as amended; and execution and acceptance of this instrument, by Lessee, is expressly conditioned thereon.

NINETEENTH: In consideration of the premises Lessor hereby grants unto Lessee the exclusive right and option to renew or to extend this lease for a further term of twenty-five (25) years commencing at the expiration of the original twenty-five (25) year term, for the same rental price, and under the same terms and conditions as provided for herein; provided, however, that notice of the exercise of such option shall be given by Lessee to Lessor at least sixty (60) days before the expiration of the term of this lease, which notice must be in writing; and it is expressly agreed by and between the parties hereto that time is of the essence in the giving of said notice. If Lessee should elect to renew or extend the term for an additional term of twenty-five (25) years then in like manner it shall have the further option again to renew or extend this lease for a second additional term of twenty-five (25) years, commencing at the expiration of the first extended term on August 1, 2005, and for the same rental price and under the same terms and conditions as provided for herein, provided that notice of the exercise of such option shall be given by Lessee to Lessor at least sixty (60) days prior to the expiration of the first extension of the term, which notice must be in writing; and with respect to said notice, it is also agreed that time is of the essence in the giving of the same.

TWENTIETH: This lease shall not be assigned without the written consent of the Lessor; except that it is expressly agreed that Lessee may underlet,

and enter into leases with others covering any portion of the demised premises. The Lessee will consult with the advisory board of the City of Haines with regard to all sub-leases.

TWENTY-FIRST: Any notice, which under the terms of this lease or by any statute or ordinance now or hereafter enforced is provided to be given, may be given personally or by registered mail by enclosing such notice in a postpaid envelope directed as follows: To the Lessee at Haines, Alaska; to the Lessor at 156 Fifth Avenue, New York 10, N.Y.

TWENTY-SECOND: It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this lease contained, shall extend to and be binding upon the successors and assigns of the respective parties hereto and that the same shall be construed as covenants running with the land; and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply also to their successors and assigns, the same as if in each and every case so expressed.

TWENTY-THIRD: In the event ~~the City of Haines does not construct~~ a is not constructed on or adjacent to small boat harbor ~~on~~ the site herein demised during the period of this lease, the lease shall thereupon become null and void except for such provisions as are expressly stated to survive the period of the lease and the purchase of the property. In the event the City of Haines shall have exercised its option to purchase the property ~~but does not construct~~ but is not constructed a boat harbor within a reasonable time after the exercise of the option of purchase, the Board of National Missions shall have the first right to re-purchase the site from the City of Haines at a price and/or terms to be agreed upon at such time, the method of determining the price, in the event a mutual agreement cannot be reached, to be the use of appraisers in the manner described in paragraph FIFTEENTH.

TWENTY-FOURTH: It is expressly agreed that, in the event that ~~the City of Haines does not construct~~ there is not constructed a breakwater rock fill in accordance with Alaska Public Works approved plans and specifications within a period of five years from the date of this lease, and further in the event that docking facilities are not made available for small boats within that breakwater within said period of five years from the date of this lease, (it being understood, however, that complete docking facilities may continue to be constructed over a

longer period of time), this lease shall be regarded as terminated, null and void, and all rights of the City of Haines in and to this lease and to the options herein contained shall be forthwith cancelled. RB

IN WITNESS WHEREOF the parties hereto have caused this lease to be signed by their proper officers and their corporate seals to be hereunto affixed according to the day and year first above written.

Witnessed

Olaw Lillegraven

Hoyt Day
As to Lessee

TOWN OF HAINES

By Thomas A. Ward
acting Mayor

ATTEST Phyllis Lindquist
Town Clerk

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

Leonore B Lorenz OK LHT

Martha Tiedemann
As to Lessor

By D Allan Locke
D. Allan Locke, Treasurer

UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

On this 6th day of ~~August~~ Sept., 1955, before me, the undersigned officer, personally appeared Thomas A. Ward and Phyllis Lindquist, to me known and known to me to be the duly appointed, qualified, and acting Mayor and City Clerk, respectively, of the Town of Haines, Alaska, a municipal corporation organized and existing under and by virtue of the laws of the United States and the Territory of Alaska, and acknowledged to me that the seal affixed to the within instrument is the corporate seal of said municipal corporation and that the said instrument was signed and executed on behalf of said municipal corporation by authority of its Common Council, and the said Thomas A. Ward - Acting, Mayor, and Phyllis Lindquist Clerk, acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

In Witness whereof I have hereunto set my hand and affixed my official seal on the day, month and year in this certificate first above written.

Notary Public in and for Alaska
My commission Expires: 4/9/57

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On this 10th day of August, in the year 1955, before me personally appeared D. Allan Locke, known to me to be the Treasurer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Emma B. Conklin

EMMA B. CONKLIN
Notary Public, State of New York
No. 41-5781000
Qualified in Queens County
Cert. filed in New York County
Term Expires March 30, 1956

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF TERRITORIES

Alaska Public Works
Post Office Box 1181
Juneau, Alaska

AUG 2 1955

Mr. R. Boochever
Faulkner, Banfield & Boochever
P. O. Box 1121
Juneau, Alaska

Subject: Haines Small Boat Harbor

Dear Mr. Boochever:

In reply to your inquiry as to whether a leasehold interest in the upland property involved in the subject project would be satisfactory in order to be constructed under the Alaska Public Works program, this is to advise that the applicant's interest in the property to that extent would satisfy the requirements of this office provided the leasehold interest ran for a sufficient period of years to cover the life of the project. In this instance, we believe that a period of 20 years would be sufficient.

Yours very truly,

JOHN D. ARGETSINGER
Acting Director

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM

RE:

DATE

Excerpt from Dr. Sharp's memo to Miss Gladfelter - August 4, 1955

HAINES - SMALL BOAT HARBOR LEASE

Agreed to instruct Mr. Tribus to proceed with a lease with the town of Haines, Alaska, for the waterfront parcel of ground, if such can be negotiated.

COPY

Law Offices of
FAULKNER, BANFIELD & BOOCHEVER
P.O.Box 1121
JUNEAU, ALASKA

August 4, 1955

Mr. Lucien H. Tribus,
Board of Natb nal Missions of the
Presbyterian Church in the U.S.A.
156 Fifth Avenue
New York, N.Y.

Re: Haines Small Boat Harbor

Dear Mr. Tribus:

Enclosed herewith is a self-explanatory letter received from the Alaska Public Works in reply to our inquiry pertaining to the qualification for assistance under the Alaska Public Works program of a leasehold interest in land.

It was indeed a pleasure to visit with you on your recent trip and I am sorry that I missed you when you came through Juneau after your trying experience at Haines.

With best regards, I remain

Sincerely yours,

s/ BOB

R. Boochever

RB:lf
Enc.

August 5, 1955

RE: HAINES, ALASKA

Burke Riley, Esq. - Attorney at Law
Haines
Alaska

Dear Mr. Riley:

Just a line to let you know that the lease is here. There are a number of paragraphs which need qualifying. I will re-draft those paragraphs on Monday and then send the entire lease to you. I am quite sure that you will approve the qualification.

I want to thank you now for your splendid co-operation. I believe that if you will consent to the qualification, I can secure the approval of the Board to the signing of the lease. Then we can start on the planning commission and the advisory board and everything will be just fine! Thanks a million!

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept. of Educational & Medical Work

C
O
P
Y

August 6, 1955

Re: Haines lease - Small Boat Harbor

Dear Miss Goddard,

I have gone over this Haines property lease very carefully and, since I cannot come into the office on Monday (Mother is not at all well and I have no one to stay with her) am sending my comments and questions:

1--The lease certainly is a very thorough job and it is evident that Mr. Trilus must have put many hours of work into it. The Board's interests seem, on the whole, to be protected though I do have a few questions, namely:

2--Could the purpose of the lease, i.e. the use to be made of the property in connection with a boat harbor, be stated explicitly early in the document? Now it appears only in #18.

3--Also can there not be some provision which entitles the Board to repossess or to repurchase the property if the plan for a boat harbor falls through? I would regret having the city be able to use it as desired.

4--In #2, #3, and one or two other sections, reference is made to buildings and improvements which may be erected on the property. Are buildings contemplated? I thought the property was to be used only in connection with a breakwater.

Also, provision for approval of design by the lessor has been made. What about approval of the purpose, or use, of any buildings?

5--It seems to me very important that no purchase price be named as it is impossible to tell now what a fair value would be when the option could be exercised. The provisions for appraisers, etc. seem much more desirable.

6--Are the provisions re taxation in #16 based on Territorial regulations?

Should we lease property for any use and the income be used in the operation of the Home, is the property so leased taxable? If we sell, then of course the city can tax.

7--Could #17 re zoning be placed earlier in the document?

It seems an essential part of the basic agreements between the parties, including that for the use of the property in question in connection with a boat harbor.

8—I am puzzled by #20 which would seem to permit the city to underlet or lease any portion of the property.

If its sole use is in connection with a boat harbor, what leasing could there be? This could prove an embarassing provision if the city wanted to lease for a purpose we thought unsuitable.

.....

9—I assume that Mr. Tribus has checked the original deeds to be sure that there are no restrictions. Dr. Morse raised this question when Dr. Sharp, he and I discussed the lease late in July and expressed the opinion that since the land was originally Indian land given to the Board for a mission for Indians, we at least have a trust relationship to present use and the use of any proceeds.

I shall be at home on Monday in case you wish to call me. I will not have a copy of the lease or of these comments, however so hope that final decisions can be made without me.

Sincerely yours,

Katharine E. Gladfelter

C
O
P
Y

August 6, 1955

Re: Haines lease - Small Boat Harbor

Dear Miss Goddard,

I have gone over this Haines property lease very carefully and, since I cannot come into the office on Monday (Mother is not at all well and I have no one to stay with her) am sending my comments and questions:

1--The lease certainly is a very thorough job and it is evident that Mr. Tribus must have put many hours of work into it. The Board's interests seem, on the whole, to be protected though I do have a few questions, namely:

2--Could the purpose of the lease, i.e. the use to be made of the property in connection with a boat harbor, be stated explicitly early in the document? Now it appears only in #18.

3--Also can there not be some provision which entitles the Board to repossess or to repurchase the property if the plan for a boat harbor falls through? I would regret having the city be able to use it as desired.

4--In #2, #3, and one or two other sections, reference is made to buildings and improvements which may be erected on the property. Are buildings contemplated? I thought the property was to be used only in connection with a breakwater.

Also, provision for approval of design by the lessor has been made. What about approval of the purpose, or use, of any buildings?

5--It seems to me very important that no purchase price be named as it is impossible to tell now what a fair value would be when the option could be exercised. The provisions for appraisers, etc. seem much more desirable.

6--Are the provisions re taxation in #16 based on Territorial regulations?

Should we lease property for any use and the income be used in the operation of the Home, is the property so leased taxable? If we sell, then of course the city can tax.

7--Could #17 re zoning be placed earlier in the document?

It seems an essential part of the basic agreements between the parties, including that for the use of the property in question in connection with a boat harbor.

8--I am puzzled by #20 which would seem to permit the city to underlet or lease any portion of the property.

If its sole use is in connection with a boat harbor, what leasing could there be? This could prove an embarassing provision if the city wanted to lease for a purpose we thought unsuitable.

.....

9--I assume that Mr. Tribus has checked the original deeds to be sure that there are no restrictions. Dr. Morse raised this question when Dr. Sharp, he and I discussed the lease late in July and expressed the opinion that since the land was originally Indian land given to the Board for a mission for Indians, we at least have a trust relationship to present use and the use of any proceeds.

I shall be at home on Monday in case you wish to call me. I will not have a copy of the lease or of these comments, however so hope that final decisions can be made without me.

Sincerely yours,

Katharine E. Gladfelter

Re Haines lease

Department of
RECD
AUG 6 1959

August 6, 195

Dear Miss Goddard,

I have gone over this Haines property lease very carefully and, since I cannot come into the office on Monday (mother is not at all well and I have no one to stay with her) am sending my comments and questions:

1- The lease certainly is a very thorough job and it is evident that Mr. Tribus must have put many hours of work into it. The Board's interests seem, on the whole, to be protected though I do have a few questions, namely:

2- Could the purpose of the lease, i.e. the use to be made of the property, be stated explicitly in connection with a Boat Harbor, early in the document? Now it appears only in #18.

3- Also, can there not be some provision which entitles the Board to repossess or to repurchase the property if the plan for a Boat Harbor fails through? For I would regret having the city be able to use it as desired.

4- On #2, #3, and one or two other sections reference is made to buildings and improvements which may be erected on the property. Are buildings contemplated? I thought the property was to be used only in connection with a breakwater.

Also, provision for approval of design by the

lessor has been made? What about approval of the purpose, or use, of ~~any~~ any buildings?

5- It seems to me very important that no purchase price be named as it is impossible to tell now what a fair value would be when the option could be exercised. The provisions for appraisers, etc. seem much more desirable.

6- Are the provisions re taxation in #16 based on Territorial regulations?

Should we lease property for any use and the income be used in the operation of the Home, is the property so leased taxable? If we sell, then of course the city can tax.

7- Could #17 re zoning be placed earlier in the document?

It seems an essential part of the basic agreements between the parties, including that for the use of the property in question in connection with a boat harbor.

8- I am puzzled by #20 which would seem to permit the city to underlet or lease any portion of the property.

If its sole use is in connection with a boat harbor what leasing could there be? This could prove an embarassing provision if the city wanted to lease for a purpose we thought unsuitable.

I assume that Mr. Fribus has checked the original deeds to be sure that there are no restrictions. Dr. Morse raised this question when Dr. Sharp, he and I discussed the lease late in July and expressed the opinion that since the land was originally Indian land given to the Board for a mission for Indians we at least have a trust relationship to present use and the use of any ~~income~~ proceeds.

Katharine E. Bladfelter

I shall be at home ~~on~~ Monday in case you wish to call me. I will not have a copy of the lease or of these comments however so hope that final decisions can be made without me.

Sincerely yours,

Katharine E. Bladfelter

Miss Claifelter
Miss Coddard
Conference with Mr. Tribus re: Haines
Small Boat Harbor

August 8, 1955

We went over your suggestions point by point with the lease and the following are Mr. Tribus' replies to your questions:

2—We will add a statement as to the use to be made of the property at the beginning of lease, i.e. right after the description.

3—If the plan for a boat harbor falls through, this lease will be cut entirely and we will be back where we started. If the city then wants the property for any other use, a new lease would have to be negotiated.

4—Mr. Tribus says that some buildings will undoubtedly have to be provided on the dock, for instance a snack bar, etc. —but the Advisory Board will have the right to approve the design and he will add approval of use also. There is a restriction as to the sale of liquor or other undesirable use.

One thing which I did not realize was in the picture and which I doubt what or you did is the fact that they may want to plan for landing Alaska Coastal planes at the boat harbor which would require ticket office, etc., etc. This does not seem to me to be a part of a small boat harbor, but Mr. Tribus says it was mentioned. However, it may not materialize. I asked if Mr. Frank and Dr. Armstrong knew this and he said they were in on the discussion and he believed were in favor of it.

5—Mr. Tribus also questioned the insertion of a figure for valuation in talking with the Council, but they insisted and kept harping on the point that the Board representatives had said that the Board did not wish to make money on our property but to help the town of Haines.

He says that we are not obligated to accept the value stated if and when the time comes to sell. Arrangements are included in the lease for an appraisal to be secured.

6—No question about provision re taxation - no Territorial regulations.

The fact that we might use money received from leased property for operation of the Home does not affect the question now of taxation.

7—Zoning (#17) could be placed earlier in the document, but holds just as well where it is.

8—Sub leases refers to leases for boats to use dock space also any installations such as snackbar etc. referred to above. These are all to subject to the Advisory Board.

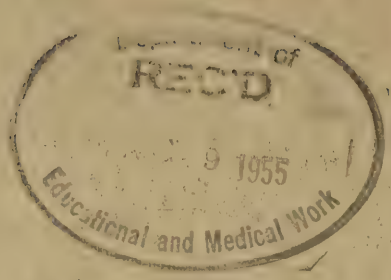
9—No restrictions on original.

[illegible]

cont'd

FE:tc

Ed. & Med.



August 8, 1955

RE: HAINES, ALASKA
(Small Boat Harbor)

Burke Riley, Esq. - Attorney at Law
Haines
Alaska

Dear Mr. Riley:

The attached copy of letter dated August 2, 1955 from the Alaska Public Works, received today from Robert Boochever, Esq., is self explanatory. I am glad to note that 20 years is a sufficient period for the lease; obviously 75 years is more than sufficient.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.
cc: Dept.of Educational & Medical Work

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

Department of Educational and Medical Work RECD

TO Miss Gladfelter
FROM Miss Goddard
RE: Conference with Mr. Tribus re: Haines Small Boat Harbor

DATE August 8, 1955

We went over your suggestions point by point with the lease and the following are Mr. Tribus' replies to your questions:

2--He will add a statement as to the use to be made of the property at the beginning of lease, i.e. right after the description.

3--If the plan for a boat harbor falls through, this lease will be out entirely and we will be back where we started. If the city then wants the property for any other use, a new lease would have to be negotiated.

4--Mr. Tribus says that some buildings will undoubtedly have to be provided on the dock, for instance a snack bar, etc. --but the Advisory Board will have the right to approve the design and he will add approval of use also. There is a restriction as to the sale of liquor or other undesirable use.

One thing which I did not realize was in the picture and which I doubt whether you did is the fact that they may want to plan for landing Alaska Coastal planes at the boat harbor which would require ticket office, etc., etc. This does not seem to me to be a part of a small boat harbor, but Mr. Tribus says it was mentioned. However, it may not materialize. I asked if Mr. Frank and Dr. Armstrong knew this and he said they were in on the discussion and he believed were in favor of it.

5--Mr. Tribus also questioned the insertion of a figure for valuation in talking with the Council, but they insisted and kept harping on the point that the Board representatives had said that the Board did not wish to make money on our property but to help the town of Haines.

He says that we are not obligated to accept the value stated if and when the time comes to sell. Arrangements are included in the lease for an appraisal to be secured.

6--No question about provision re taxation - no Territorial regulations.

The fact that we might use money received from leased property for operation of the Home does not affect the question of taxation.

7--Zoning (#17) could be placed earlier in the document, but holds just as well where it is.

8--Sub leases refers to leases for boats to use dock space also any installations such as snackbar etc. referred to above. These are all the subject to the Advisory Board.

9--No restrictions on original.

cont'd

MMD:bc

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM Miss Goddard
DATE August 12, 1955
RE: Conference with Mr. Tribus re: Haines Small Boat Harbor

Later -

Mr. Tribus discussed the lease with Mr. Locke and it was re-written incorporating most of Miss Gladfelter's suggestions and some of Mr. Locke's.

The revised lease was sent August 12 to Mr. Boochever to review and if satisfactory to forward to Mr. Burke Riley for presentation to the Council.

F. M. G.

Florence M. Goddard

FMG:tc

August 9, 1955

RE: HAINES, ALASKA
(Lease and Option -
Small Boat Harbor)

Burke Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Mr. Riley:

I am enclosing the lease which I have rewritten and have incorporated the suggestions made in your letter to me of July 30, 1955. I have also made a few changes of my own in some of the paragraphs for the purpose of clarification.

Will you kindly arrange to have the original of the lease signed and recorded and returned from the recorder's office for my files. You may retain a copy for your files and we would like to have the third signed copy also returned for our files.

Trusting that you will find all in order and that everything will go smoothly for you from now on, I am

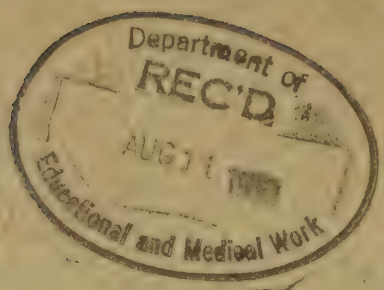
Sincerely yours,

Lucien M. Tribus
Legal Counsel

LMT:D
Enc.
cc: Dept.of Educational & Medical Work ✓

Ed. Med.

Law



August 9, 1955

RE: HAINES, ALASKA
(Lease and Option -
Small Boat Harbor)

Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Att: Robert Boochever, Esq.

Dear Bob:

I enclose herein a letter to Burke Riley and the original and two copies of the small boat harbor Lease and Option at Haines, Alaska. Will you kindly look this over? If it meets with your approval then send it on to Mr. Riley. If it does not meet with your approval then please let both Mr. Riley and me know what your suggestions or changes are.

In my judgment there should be a provision in the lease which would provide for its termination if the small boat harbor is not constructed within a period of time which should be agreed upon by Mr. Riley on behalf of his client and then a provision inserted as paragraph TWENTY-FOURTH. I have left space for such an insertion and you may type such a paragraph in and over Mr. Locke's signature providing you initial it. I am leaving this matter open because of the time element but I do believe that it must be in the lease.

You can advise Mr. Riley that you have the lease and that it has been signed by the Board and sent to you for final check and approval or disapproval, the thought behind this being that you and Mr. Riley can get together quickly in Juneau on any suggested changes which you or he may have.

Sincerely yours,

L.W.T.

Lucien W. Tribus
Legal Counsel

LWT:D
Enc.
cc: Dept.of Educational & Medical Work ✓

Copy for Mr. Locke

Miss Gladfelter
Miss Goddard
Conference with Mr. Tribus re: Haines
Small Boat Harbor

August 12, 1955

-2-

Later -

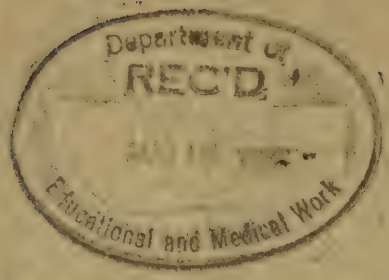
Mr. Tribus discussed the lease with Mr. Locke and it was re written incorporating most of Miss Gladfelter's suggestions and some of Mr. Locke's.

The revised lease was sent August 12 to Mr. Boochever to review and if satisfactory to forward to Mr. Burke Riley for presentation to the Council.

Florence M. Goddard

FMG:tc

cc: Mr. Tribus



August 17, 1955

RE: HAINES, ALASKA

Burke Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Mr. Riley:

By this time you probably have had word from Bob Boochever. I sent the leases to him for final check because I want to channel all property matters through Faulkner, Banfield & Boochever for the reason that they are our official representatives in Alaska.

I am sending Mr. Frank two leases which I have drawn in connection with the two Indian properties on Main Street. I am concerned with the condition in which these properties are being kept and it may be that I will need to ask you to take some action in the event the tenants pay no attention to Mr. Frank's instructions. He will probably consult you about the leases.

Also, I am concerned with the speedy formation of the Town planning board, not the statutory planning commission. I would suggest that I be made a member of this board by the Mayor of Haines and that the first meeting be held either in October or November so that I can get plans under way at once for zoning and subdivision of such property as may be released for sale or commercial lease. I trust that everything in the lease is O.K. and that we can bring this entire matter to a satisfactory conclusion.

Please give my regards to other members of the City Council. I feel that I left Haines with a feeling of friendship and mutual cooperation, which I trust will always be true in the future. I especially want to thank you for your courteous and considerate treatment.

Sincerely yours,

Lucien L. Tribus
Legal Counsel

LLT:D

LAW OFFICES OF
FAULKNER, BANFIELD & BOOCHEVER
P. O. BOX 1121
JUNEAU, ALASKA

HERBERT L. FAULKNER
NORMAN C. BANFIELD
ROBERT BOOCHEVER
FRANK M. DOOGAN

MORTGAGES & PROPERTY
RECEIVED
AUG 22 1955

August 19, 1955

Mr. Lucien H. Tribus
Board of National Missions
of the Presbyterian Church
in the United States of America
156 Fifth Avenue
New York 10, N. Y.

Dear Mr. Tribus:

Receipt is acknowledged of your letter of August 9, together with three copies of a lease and option.

Mr. Riley was in Juneau briefly this past week and we discussed the matter with him for a very short period of time. He is agreeable to having a clause inserted as paragraph 24 of the lease which would state that the lease shall be regarded as terminated and all the rights of the lessee cancelled in the event that a breakwater rock fill is not constructed in accordance with APW approved plans and specifications within a period of five years from the date of the lease, and further, if docking facilities are not made available for small boats within that breakwater within that period of time, it being understood, however, that complete docking facilities may continue to be constructed over a longer period of time.

We note that paragraph 15 has left the purchase price of the property blank. This was not mentioned in your letter and we wonder what figure you wish inserted as the initial option price for the property. Moreover, if the purchase price is not acceptable to the Board of National Missions, we believe that that clause should add the basis for the three appraisers to use in determining the purchase price. We believe that this would be taken care of by adding a sentence as follows: "The purchase price to be determined by said appraisers shall be based on the fair market value of the property, exclusive of improvements placed thereon by the City of Haines, as of the date that the option to purchase is exercised; namely, on the anniversary date of this instrument in the years 1960, 1965, etc."

Unless we hear from Mr. Riley that there is a great rush in securing the execution of the lease and option, we shall hold up the copies

until receiving further word from you pertaining to these matters.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By R. Boochever

RB/ka

Mr. Tribus
Miss Goddard
Haines - Small Boat Harbor

August 23, 1955

As promised, I am giving you a copy of Miss Gladfelter's suggestions regarding this lease and also a resume of our conference about it.

Florence M. Goddard

FMG:cmh
Att:

COPY

BURKE RILEY
Attorney-at-Law
Haines, Alaska

August 23, 1955

Mr. Robert Boochever
Attorney at Law
P. O. Box 1121
Juneau, Alaska

Dear Bob:

With respect to the proposed lease and option for the boat harbor approach, I believe that the phrase "rejected by the Board" as used in the draft of the agreement which left here has led to misunderstanding.

Alternative proposals were noted in that draft. If the Board would fix a purchase price at this time and state it in the agreement, there would be no mention made of appraisal or appraisers.

If on the other hand the Board should decline to state a purchase price at this time, the passage concerning appraisal would instead be used in the final draft. There was no thought at any time that a purchase price now set and stated could later be rejected by the Board, should the Town seek to exercise the option.

If the appraisal language is that ultimately adopted for the agreement (which will have to be determined by the Board) then I would of course favor your suggestion that improvements be excluded from the appraisal. I believe it would cover the situation more fully, however, to state, "exclusive of improvements placed thereon by, or with the consent of, the City of Haines."

Because of the above mentioned prospect of misunderstanding, I feel that the agreement should go back to the Board for revision before it is presented to the Haines Council. I would urge speed in its return, however, for all succeeding steps depend on its early completion.

With personal regards, I am

Very truly yours,

/s/ Burke

Air Mail
Special Delivery

August 24, 1955

RE: HAINES, ALASKA
Small Boat Harbor
Lease and Option

Robert Boochever, Esq.
Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Dear Bob:

This will acknowledge receipt of your letter of August 19, 1955 regarding the above captioned lease and option.

I am very happy to learn that Mr. Riley has approved the addition of clause TWENTY-FOURTH which will provide for the termination of the lease and all rights of the lessee in the event that a breakwater rock fill is not constructed in accordance with APW approved plans and specifications within a period of five years from the date of the lease, and further, if docking facilities are not made available for small boats within that breakwater within that period of time, it being understood, however, that complete docking facilities may continue to be constructed over a longer period of time. Mr. Locke is agreeable to having such a paragraph so that you may insert same and initial it.

With regard to that portion of your letter which applies to paragraph FIFTEENTH, may I say that Mr. Riley intended to have this price fixed by an appraisal made by the appraiser for the First National Bank of Juneau, and, as no such appraisal had been made up to the time of my leaving Alaska, the price was left blank. I quite approve of the addition of the clause you suggest and as it is equally fair to Burke Riley's client I think that he would approve too.

I would like to get the lease signed as soon as possible. I would also appreciate it if the advisory board would be constituted insofar as the City of Haines is concerned as soon after the lease is signed as practical. We would then proceed to designate our members of said board. I would suggest that the advisory board consist of eight members, of which each party would have four representatives. Our representatives would probably be Miss Katharine E. Gladfelter, Dr. R. Rolland Armstrong, Dr. J. Earl Jackman and myself. I would plan to attend the first meeting of the board either in the late fall or early in spring for the purpose of getting things started towards a subdivision of such of the property as may not be retained by the Board for the use of Haines House. As you can readily appreciate, this will require considerable preliminary study.

I certainly enjoyed my last visit with you and Norman Banfield. You did everything to make my stay in Alaska a pleasant one and I trust that I shall have the pleasure of seeing you both again soon. With kind regards, I am

Sincerely yours,

LNT

Lucien N. Tribus
Legal Counsel

LNT:D

COPY

Law Offices of
FAULKNER, BANFIELD & BOOCHEVER
P.O. BOX 1121
JUNEAU, ALASKA

August 25, 1955

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

Enclosed herewith is copy of a self-explanatory letter received from Burke Riley pertaining to the boat harbor lease. It would appear that a decision should be made as to whether a firm price should now be set for the boat harbor facilities or whether the matter, in the alternative, should be left for an appraisal at a later date.

We await your further instructions in this matter.

With best regards, we remain

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By s/ Bob

R. Boochever

RB/ka
Enc.

August 26, 1955

My dear Mr. Frank:

Mr. Tribus has just shared with us the enclosed letter which he wrote to Burke Riley in regard to the lease for the small boat harbor and also the leases for the property in the native village. Since we felt you should have the information contained in his letter we are sending you a copy with Mr. Tribus' approval.

Very sincerely yours,

Florence M. Goddard
Assistant in the Dept. of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

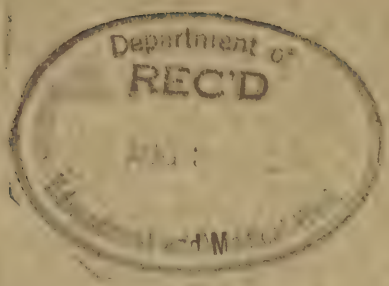
Encl.

Ed. Thro.

8

165

saw



August 29, 1955

Re: Haines, Alaska
(Small Boat Harbor Lease)

Robert Boochever, Esq.
Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Dear Bob:

The situation at Haines, as you know, is very touchy. In working out the appraisal clause, Mr. Riley in order to satisfy his clients provided for the insertion of a purchase price to be made as the result of an appraisal by an appraiser from the First National Bank of Juneau. If the Board rejected this price, then the procedure for appraisal as set forth in the lease was to be used. This price was not intended to be more than a guide with the outside chance that the Board might accept it in 1960, which was the first option period. Mr. Riley's suggestion as to improvements is O.K. It was also the intention of the parties that as a part of the consideration of the lease the Board would have five years to develop such properties as it decides not to retain and that properties now on the tax rolls (illegally we believe) would be removed at once and that the planning board would be formed immediately.

The Board considers these matters very important. We have a good meeting of the minds and I would like very much to get the lease signed.

With kind regards, I am

Sincerely yours,

Lucien M. Tribus
Legal Counsel

LMT:D
cc: Dept.of Educational & Medical Work

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	XX
NIGHT LETTER	

$
S
E

WESTERN UNION

1206 10-51

W. P. MARSHALL, PRESIDENT

INTERNATIONAL

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

ROBERT BOOCHEVER, ESQ.
FAULKNER, BANFIELD & BOOCHEVER
P.O.BOX 1121 - JUNEAU, ALASKA

AUGUST 29, 1955

DO NOT WISH BOAT HARBOR MATTER TO FALL THROUGH. USE APPRAISAL CLAUSE AS ORIGINALLY PREPARED BY RILEY AND MYSELF AND GET LEASE SIGNED. LETTER FOLLOWS.

LUCIEN H. TRIBUS

Re: Haines, Alaska
Small Boat Harbor

Received
Department of
Educational and Medical Work

ALASKA [illegible] - [illegible] 12, 1951 through May 31, 1952

[illegible] H. T. [illegible]

[illegible]

For a number of years past the citizens of Haines have been agitating for the construction of a small boat harbor and with this in view have solicited Territorial and Federal funds to the extent of some $20,000, the additional cost to be supplied by the citizens of Haines in the form of volunteer labor.

In 1924 the Board had a 25-year lease covering a portion of its property at the foot of Main Street in the town of Haines commencing the first day of June, 1924, and ending the 31st day of May, 1975 at a nominal rental of ($25.00 per year. This lease provided for a boat harbor of the following dimensions:

"BEGINNING at U.S.L.M. No.573 which is also MCL. of U.S.Survey No. 735; Thence North 60° 52' West, along the line to corner L of U.S. Survey No.735 - 41.30 ft. distance to the center line of the present road; Thence N° 25' East on center line of present beach road, 200' distance to the North line of said tract; Thence South 60° 52' East to the mean line water of Portage Cove 150 ft. distance more or less; Thence Northerly along the mean tide water of Portage Cove to the North line of U.S.Survey No.735; Thence North 60° 52' West 45 ft. distance more or less to U.S.L.M. No.573 and point of beginning."

However, as time went on the citizens of Haines felt that the area was too small and that the lease under consideration with the Board was not adequate. The Board had, as a result of the discussions about the small boat harbor, taken an action authorizing a member of the Board - preferably Dr. Paul Foster - to visit Haines and meet with the Town Council and other people for the purpose of talking over not only the boat harbor situation but also arriving at a decision suitable for recommendation to the Board, looking towards the disposal of the remainder of the Board's property in Haines not needed by Haines or any contemplated expansion of the Board's program there. Unfortunately Dr. Foster was unable to make the trip and so no plans were even considered.

The municipal limits of the City of Haines take in a major portion of the Board's mission property there and if the city expands as it plans to do, some of the Board's property will of necessity become a part of the expansion program and must be surveyed and subdivided into plots and lots of various sizes. It will also be necessary in connection with such a subdivision for the city of Haines and the Board to arrive at adequate zoning provisions and also for such properties to be kept off the tax rolls until they are sold or leased for commercial purposes. Some of the citizens of the city of Haines were definitely of the opinion that the Board was not cooperating fully and that the city was therefore losing tax revenue as the result of a good deal of the property not being on the tax rolls because of the Board's failure to continue subdivision. This, coupled with a fixed opinion on the part of the present city Council that the Board was both in obstructing the construction of a small boat harbor, culminated in a very unpleasant situation with the result that, without consultation or warning, the City of Haines unilaterally early in July placed the building of the Board's real property on the tax rolls and intimated that more property would be placed on the tax rolls in the in-

mediate future:

Reference #1 Haines Presbyterian Mission, Lot 8 - Third and Main Valuation		$2500.00
Lot 6 - Along Third Avenue from Schoolsite to Highway, Valuation		1000.00
Reference #32 Haines Mission "Stamp" Property, Lots 7,8,9,10 Valuation		1300.00
Buildings		1000.00

Prior to my meeting with the Town Council I consulted, on the 24th of July, with the Rev. E. Holland Armstrong and with Robert Boochever, Esq. of the firm of Faulkner, Banfield & Boochever - which I may say is the leading law firm in Alaska Territory. Mr. Boochever was of the opinion that the City of Haines had possibly acted illegally in placing the Board's properties on the tax rolls and advised that if the taxes were paid that payment should be made under protest and that his firm would then endeavor by court action to have the properties taxed removed from the tax rolls. He did state, however, that there could be no positive assurance of success and of course such proceedings would be costly, not only in terms of money but also in good will.

Mr. Armstrong and I decided that because of the possibilities of the situation and the danger of future litigation, and in view of the fact that Mr. Burke Riley, attorney for the City of Haines, had already taken preliminary steps to condemn so much of the Board's beachfront property needed for the boat harbor, that Mr. Boochever be asked to attend the first meeting with the Town Council which was set for Monday evening, July 27th. This proved to be a wise decision, as will be noted from later details in this report.

While in Juneau Mr. Boochever looked up the statutory provisions and advised the writer, after consultation with the Attorney General of the Territory of Alaska, that the City of Haines could immediately take the Board's property and acquire title thereto and that the question of how much payment would be made to the Board in the future would have to be decided by separate legal action. The City of Haines was prepared to do just this and, as I have stated, had already started preliminary steps, the reason being that unless they have a title or a satisfactory lease by November 1, 1955, they will lose their right to apply for financial aid. For this reason time is of the essence. It is obvious that if the City of Haines took the Board's property by condemnation and such proceedings were followed by legal action, there would be little possibility of cooperation with the municipality in the future. Public relations as such would be nil and the Board would encounter opposition all the way along the line, especially tax-wise.

At this point I would like to say that the Board had made it clear through its Alaska representatives that it was not wanting to profit commercially from the boat harbor. This non-profit idea had been pretty thoroughly absorbed by all of the members of the City Council and resulted in Mr. Armstrong's and my being severely handicapped in negotiations. In my opinion, however, the policy of not making a profit from the boat harbor is a wise one from a church point of

view. Both Mr. Armstrong and I had been advised by the Department of Recreational and Medical Work that the proposed location of a much larger boat harbor at the foot of Main Street might prove undesirable to the interest of Bates House and the church. I am of the personal opinion that it will not make much difference whether the boat harbor is located at the foot of Main Street or further down the coast towards Hillcrest Terrace. When I attempted to justify the Board's stand against locating the boat harbor at the foot of Main Street, I was overwhelmed by statements that we had already consented to the location of a smaller boat harbor at the same point. This of course made argument very difficult.

Also the antagonism of some of the city councilmen was undoubtedly aroused by the information that fishermen were inclined towards the use of liquor and that there may be other less undesirable evils arising out of the operation of the boat harbor to the detriment of the church and the school. One of the most vocal members of the Council, Mr. Chas Gillingwater, announced that he had been a professional fisherman for 25 years and that he felt that he was as good a Christian as any man from Bates born and that most fishermen were God-fearing religious people and many of them attended the church. He kept harping on this point throughout four nights of discussion and received silent nods of agreement from a number of other members of the Council, especially including a Mr. Harry Gilligan who is reputed to be the owner of an interest in the largest bar in town.

Prior to the meeting on Monday evening, July 25th, I contacted several of the leading citizens in town, all of whom were in favor of the boat harbor but not unfriendly to the Board. A number of this attended the meetings at the Council but remained quiet during the meetings. I suspect they had priely to say behind the scenes, - otherwise I am quite sure there would have been no meeting of the ninth and no relief from tension. Mr. Armstrong attended three of the four meetings but had to leave before the final night. The following named persons, members of the City Council, were in continuous attendance at our meetings which took place on July 25th, 26th, 27th and 28th:

Mr. Tom Ward, Acting Mayor
Mr. Hugh Fay
Mrs. Gloria Jacquin
Mr. Harry Gilligan
Mr. Chas Gillingwater
Mr. Wm. Battersby, Chief of Police
Mr. Merle Riley, Attorney for City of Bates
Mr. Tom Cutcliffe, City Accountant
Mrs. Phyllis Lindquist, Clerk

Personal Observations:

Mr. Tom Ward, Acting Mayor, is a young man about 33 years of age who was elected Mayor largely because of his brilliant war record. He said very little during the meeting but apparently carried the support of all present. Some of the citizens in town are of the opinion that he is far too young for his position but also volunteered that the position of Mayor of the City of Bates is a position which carries with it a good deal of responsibility and little thanks.

Mrs. Gloria Jacquin - a very articulate middle aged lady originally from the East. She works as a helper in one of the small restaurants and contributes

largely to the support of two children. I was advised that her husband is inclined to discipate his earnings. She was most unfriendly toward the Board throughout the proceedings.

Mr. Harry Gillespie - middle aged business man probably with interests in the liquor industry; not inclined to be friendly towards the Board.

Mr. Karl Hillegonna - exceptionally powerful native born Eskimo who is inclined to be more but was friendly toward the Board because of the final opinion that the Board thought that fishermen had morals that were open to question; very articulate and very influential.

Mr. Wm. Hollowell - Chief of Police - an elderly man, very friendly, spends a good part of his time prospecting when the jail is empty.

Mr. Tom Sheldon - able business man and accountant, fair minded and I think friendly toward the Board.

Mrs. Phyllis Shepard - clerk - exceptionally fine lady; very friendly toward Board and most cooperative. She altered Mr. Armstrong and me considerable encouragement.

Burke Riley, Esq. - young attorney, very able ex-M.I. who stood very high in the last administration, so much so that he was made Secretary of Alaska Territory by President Truman. He is at present a member of the Territorial Legislature. He has the law officers in Nulato and is the only attorney there. In my opinion the City of Nulato will do whatever Burke Riley tells them to do without question. He is a Fairbanker, very much interested in the Board's work at Nulato, and once the matter of the boat harbor is disposed of he will be most helpful to the Board. He is also a personal friend of the Board's architect, Edwin E. Crittenden and thinks highly of him. Mr. Riley will use his best efforts to see that a good advisory board and planning commission are appointed. He became very cooperative and friendly as the meetings progressed towards a final solution.

Conclusion

After a great deal of negotiation and discussion and two long distance telephone calls to New York (one of which was paid for by the Board and the other by the City of Nulato) the City of Nulato authorized its attorney, Burke Riley, Esq., to work with us in the preparation of a 75-year lease divided into three periods of 25 years each, the lease to contain an option to purchase the property at the end of any 5-year period and to be conditional upon its being satisfactory to the Alaska Public Works Agency of the United States Department of Interior. The lease also provides for the formation of an advisory board on which there will be members of the City Council and representatives of the Board of National Missions, and a planning commission appointed in accordance with Alaska statutory provisions which will also have Mission representatives of the Board as members. The writer suggested: Mr. R. Holland Armstrong, Mr. Allan H. Brady of Nulato Mission, and Mr. Edwin E. Crittenden, the Board's architect. Members of the advisory board which will ~~also~~ be appointed by the Mayor could consist of Miss Chatfelter, Mr. Jackson, Rev. Armstrong and anyone else, with a limit of five.

As a part of the consideration of the lease, the City of Nulato has agreed to remove from the tax rolls the Board's properties now on the rolls, to give the

Board five years in which to dispose of saleable property, to prohibit the sale of liquor in the boat harbor or on lands acquired therein, and to alter the Board five men of the harbor for any two of its vessels at the same time, and to submit the designs for the construction of all structures and buildings on the leased premises to the Board for approval. The municipality of Haines still wishes to buy the property and the lease provides a method for such purchase. However, the spirit of Alaska is largely disregarded and will be nonexistent when the lease is signed.

I WOULD SUGGEST:

1. That a suitable fence be erected along the Board's property as it faces the water
2. That the grass be cut in the cemetery and that the graves be restored to some semblance of order (the cemetery at present is a disgrace)
3. That the property lines be cleared from underbrush and proper markers interred. At the present time no one but Mr. T. Rasmusen, who made the survey, could readily identify the boundaries. I suggest that this be done at once while Mr. Rasmusen is still available. I would also run a single strand wire fence between the Board's property and that of adjacent Fort Chilkoot.
4. There are several roads on the property which ought to be closed off by a post and chain - or better still, differential by a bulldozer.
5. There is great need for a power mowing machine; the grounds are far too large to cut by hand.

Lurline T. Trites

LTT:C

C
O
P
Y

Burke Riley
Attorney-at-Law
Haines, Alaska

September 7, 1955

Mr. Robert Boochever
Faulkner, Banfield & Boochever
P. O. Box 1121
Juneau, Alaska

Dear Bob:

All three copies of the lease are enclosed because some significant changes have been made to return it to the terms agreed to by the City. You will wish to note these because in some instances where you had initialled the margin changes have since been made.

I must admit to disappointment in some of the Board proposed changes. When Mr. Tribus left here, after discussing the matter point by point for three days with the City, the language agreed to was firm in all important respects save that of a stated purchase price. On that he expressed doubt as to the Board's consenting to state one; but told us he would seek it. The Council has no quarrel with his failure to obtain a stated price from the Board.

But in view of the Council's conditioning some tax exemption provisions on the statement of a purchase price in the instrument, the Council (in the absence of a stated price) did not look favorably on the Board's extending the tax exemption provisions at every point, on its own motion, and contrary to the understandings had here. Since you may not have a copy of the original draft, you may wish to forward this letter to Mr. Tribus concerning changes made in New York and modified here.

In a letter to Mr. Tribus dated July 30, I stated:

> "On page 6 alternative proposals are stated which will require its re-typing once the Board of National Missions has acted on the recommendation that a fixed purchase price be stated in the option. In this respect, the City of Haines is prepared to go beyond the five year extension of tax concessions granted on page 8, if an acceptable purchase price may be stated in the instrument."

On page 8 of the present draft the Board omitted the five year provision (now restored), stated no purchase price, and both there and on page 7 extended the tax exemption period to eight years.

There was no basis in our discussions for the two phrases on page 7 which the Council has stricken and which I have initialled.

I hope the Board may see fit to accept these modifications -- which simply restore terms earlier agreed upon -- because the City has again been put to costly delay and I do not believe further delay will improve the relationship.

Sincerely yours,

/s/ BURKE

10/14

Mr. Tribus
Katharine E. Gladfelter
Report on visit to Haines, Alaska

September 12, 1955

I have just read over the weekend your excellent report on your visit to Haines, Alaska in connection with the proposed small boat harbor. It is most helpful to have such a thorough report and I certainly am thankful that when Dr. Sharp you and I agreed in July that legal representation was needed you were able to arrange to go.

I notice that two committees were mentioned in the rental contract: one is a Planning Commission for which Dr. Armstrong, Mr. Frank and Mr. Crittenden are proposed and the other an Advisory Board for which you suggested that Dr. Armstrong, Dr. Jackman, yourself and I representing the Board. I also notice that in your letter of August 24 to Mr. Boochever you suggested that a meeting of the Advisory Board be held in the late fall or early in the spring.

Since Mr. Frank will be here in New York early in November for a meeting of a small group of our executives, I am inclined to suggest that we do not press for an immediate meeting of the Advisory Board. Several long range questions related to Haines House came out in a discussion which I had with Dr. Morse and Dr. Sharp late in July while we were still in Haines and we should like to discuss these with Mr. Frank before moving ahead in any detailed planning for our Haines property.

KEG/cg

Law Offices of
FAULKNER, BANFIELD & BOOCHEVER
P.O.Box 1121
JUNEAU, ALASKA

September 12, 1955

COPY

Mr. Burke Riley
Attorney-at-Law
Haines, Alaska

Dear Burke:

Receipt is acknowledged of your letter of September 7 pertaining to the lease of the Board of National Missions of the Presbyterian Church to the City of Haines. Apparently the discrepancies between what you understood the agreement to be and the lease as presented are primarily due to my misunderstanding of the agreements reached between Mr. Tribus and the City Council. Since the fixed price provision was eliminated from the lease, I did not know whether or not the five or eight year tax exemption provision applied. In view of what appears to me to be an amazingly favorable lease for the City of Haines and one that I feel sure they could have obtained from no one other than an institution such as the Board, I thought that the eight year provision should apply and upon my authority from the Board to work out details, I left that figure instead of the five year alternative provision. If Mr. Tribus had previously agreed that the five year provision apply, I feel sure that the Board will be agreeable to the changes which you have made. The change on page 7 whereby the lease as prepared by Mr. Tribus stated that the tax exemption provision would survive the delivery of a deed in the event that the option to purchase is accepted will have to be referred to the Board as I feel sure that that was Mr. Tribus understanding of the matter. Unless the Board feels that this provision must be retained without the deletion made by you, I feel certain that the lease as now offered will be accepted.

I shall ask Mr. Tribus to wire you as soon as he has inspected the lease advising you as to whether or not it is acceptable in its present form.

Again I wish to emphasize that if there has been any misunderstanding, it is probably due to my ignorance of the negotiations which took place between the City and Mr. Tribus together with the ambiguity involved in the fixed purchase price provision. In any event, may I congratulate you and the City of Haines in obtaining such a favorable lease which I hope will lead to the early completion of the much needed boat harbor facilities.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By /s/ R. Boochever

rb/rd
cc: Board of National Missions

COPY

Law Offices of
FAULKNER, BANFIELD & BOOCHEVER
P. O. Box 1121
JUNEAU, ALASKA

September 12, 1955

Mr. Lucien H. Tribus
Board of National Missions
of the Presbyterian Church in
the United States of America
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

Enclosed herewith is a copy of a self-explanatory letter from Mr. Burke Riley together with a copy of my reply thereto pertaining to the Haines small boat harbor lease. I am enclosing one copy of the lease as amended by Mr. Riley and am retaining in this office the original and other copy. Aside from the change on page 7, I feel confident that the completed lease will be acceptable.

Please advise Mr. Riley by wire as to whether the Board will accept the lease in its present form. If it is acceptable, it will be necessary for us to return the original and one copy of the lease, the original to be recorded and the copy for the City of Haines files. Do you intend to have the City pay the recording fees on the recordation of the lease? Kindly advise so that when we transmit the leases to Mr. Riley we can clarify that point.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By s. R. Boochever

rb/rd
enc.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	XX
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

ROBERT BOOCHEVER, ESQ.
FAULKNER, BANFIELD & BOOCHEVER
JUNEAU, ALASKA

SEPTEMBER 15, 1955

HAVE WIRED ACCEPTANCE OF LEASE TO BURKE RILEY AND HAVE EXPRESSED THE HOPE THAT THE CITY WILL BE WILLING TO PAY THE RECORDING CHARGE. YOU MAY NOW TRANSMIT THE LEASE TO BURKE RILEY. CONGRATULATIONS.

[illegible]

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	XXX
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

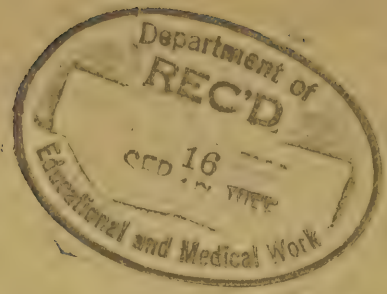
BURKE RILEY, ESQ. SEPTEMBER 15, 1955

HAINES, ALASKA

15
Sall

LEASE BETWEEN BOARD OF NATIONAL MISSIONS AND TOWN OF HAINES AS AMENDED BY ROBERT BOOCHEVER AND BY YOURSELF AND SIGNED BY D. ALLAN BROWN, TREASURER OF THE BOARD, AND THOMAS A. WARD, ACTING MAYOR OF THE TOWN OF HAINES, AND ATTESTED BY PHYLLIS LINDQUIST, TOWN CLERK, IS ACCEPTABLE.

LUCIEN H. TRIPUS



September 15, 1955

Re: Haines, Alaska
(Small Boat Harbor Lease)

Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Att: Robert Boochever, Esq.

Dear Bob:

This acknowledges your letter of September 12, 1955 to me, the copy of your letter of the same date to Burke Riley, and a copy of Burke Riley's letter to you of September 7, 1955.

After a conference with Miss Katharine T. Gladfelter and with the Treasurer of the Board, Mr. D. Allan Locke, I have been authorized to advise you and the Town of Haines through its attorney, Mr. Burke Riley, that the lease as amended and as executed by the Town of Haines and by the Board of National Missions, is acceptable.

This has been a long and arduous task. The lease is certainly favorable to the Town of Haines and I think demonstrates the willingness of the Board of National Missions to cooperate with the Municipality. It is my hope that the completion of these negotiations will result in a fine Christian spirit of cooperation between the Municipality of Haines and the Board of National Missions and that when or if any future difficulties arise, they may be dissolved on a friendly and Christian basis. I cannot speak too highly of the cooperation which your fine firm rendered and that of Mr. Burke Riley, the City Counsel of Haines. Within the bounds of legal courtesy Mr. Riley went out of his way to be of assistance.

Please see that the original of the lease is recorded and returned to my office, with a copy for the Town of Haines files and a copy for your files. I assume that Mr. Riley has a copy. I think that the Town of Haines will probably pay the recording fee but, if not, we shall do so. It is also important to follow up on the question of insurance when construction of the harbor starts.

With kind personal regards, I am

Sincerely yours,

L.T.

Lucien T. Tribus
Legal Counsel

LTT:D
cc: Burke Riley, Esq.
Dept.of Educational & Medical Work

Faulkner, Banfield & Roosevelt
Robert Roosevelt, Esq.

September 15, 1955

P.S. Enclosed are two extra copies of the lease which will have to be amended and initialed to conform with the original lease now in your hands, and then distributed to the proper parties as indicated in the last paragraph of the foregoing letter.

Lucius M. Tribus
Legal Counsel

LMT:D
Enc.

Ed. Med.

115

Law

September 15, 1955

Re: Haines, Alaska
(Small Boat Harbor Lease)

Burke Riley, Esq.
Attorney-at-Law
Haines, Alaska

Dear Mr. Riley:

I want to write a word of appreciation to you for your helpfulness, consideration and courtesy in negotiating the small boat harbor lease with the Town of Haines. Will you kindly have the original recorded and retain a copy for the Town of Haines files. I assume that the Town of Haines will be willing to pay for the recording of the instrument. If the City should not be so willing then the Board will pay. I trust however that you will consider that we have expended nearly $600 in travel and other expenses in order to cooperate with the Town of Haines; in any event we will accept your decision on the question of who pays the recording charge.

It is my hope that the advisory board will be formed as soon as possible so that arrangements can be made regarding real property matters.

With kind personal regards, I am

Sincerely yours,

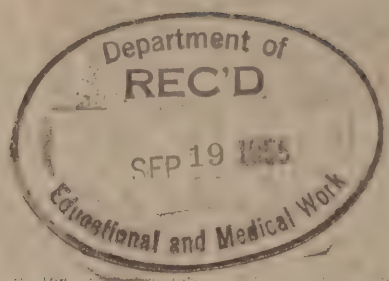
L. N. T

Lucien N. Tribus
Legal Counsel

LNT:D
cc: Dept.of Educational & Medical Work

Law Offices of
FAULKNER, BANFIELD & BOOCHEVER
P.O.Box 1121
JUNEAU, ALASKA

COPY



Mr. Burke Riley
Haines, Alaska

Dear Burke:

We have received a telegram from Mr. Tribus advising us that he has wired you to the effect that the lease and option for the Small Boat Harbor at Haines, Alaska, as amended by the City Council has been accepted by the Board of National Missions. I am accordingly enclosing herewith the original and one copy of the executed lease. The copy is for the files of the Town of Haines. We would appreciate the city recording the original lease and option. When it is recorded, the original lease and option should be returned to this office for transmittal to Mr. Tribus. It is gratifying that this matter has now been amicably settled.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By /s/ R. Boochever

RB:lf
Encs.

Department of
RECD
Educational and Medical Work

C
O
P
Y

THE FIRST NATIONAL BANK OF JUNEAU

September 20, 1955

Mayor and Common Council
City of Haines
Haines, Alaska

Gentlemen:

We have been asked to suggest the name of a competent appraiser to appraise property at Haines currently owned by the Board of National Missions of the Presbyterian Church. This property, we understand, lies along the beach above the high-water mark and the road going in front of the Mission.

In this connection we would like to recommend to you the services of Mr. James L. McNamara, C.E. Mr. McNamara has done several appraisals for this bank in cases where the bank was proposing to lend on real estate mortgages on properties in Haines. Mr. McNamara is a registered engineer and has resided in Haines and other communities in Alaska for several years past and we believe him to be well versed in this type of work and entirely responsible. It might be added that the fact of Mr. McNamara being located in Haines would save the travel expense of an appraiser named from some other point.

In the event that Mr. McNamara is not acceptable to yourselves or any other interested parties, or, if Mr. McNamara does not care to undertake this appraisal, please let us know and we will see if we cannot suggest the name of some other appraiser.

Yours very truly,

/s/ H. G. BROWN

Executive Vice President

cc: Mr. Lucien H. Tribus
Mr. Burke Riley

HGB:jw

BURKE RILEY
Attorney-at-Law
HAINES, ALASKA

COPY

Sept. 21, 1955

Mr. Lucien H. Tribus, Counsel
Board of National Missions of
The Presbyterian Church in
The United States of America
156 Fifth Avenue
New Yourk 10, New York

Dear Mr. Tribus:

On my own and the Town Council's behalf this is to express appreciation for your prompt acceptance of the lease and option, and notification thereof. On receipt of the final instrument arrangements were made for its recording and, on my return to Haines in the next day or two, I expect to be able to forward the recorded original. In that respect I am reminded to inquire if you have given further thought to the recording of original patent to the Mission grant. As I believe I mentioned while you were in Haines, I have found no record of its recordation in either the Skagway or Haines Recording Precincts. I had made no check of the Skagway records beyond a letter of inquiry to the Commissioner.

In discussions with Alaska Public Works and Territorial officials in the past day or two I have been asked to obtain a letter from the Board of National Missions stating that the Board has no objection to the Territory's going upon the land (in a constructive sense) by initiating APW application for the boat harbor pursuant to Chapter 179, Session Laws of Alaska, 1955. I believe that this is inherent in all of our correspondence and negotiations to date, and by reference to APW is almost implicit in the lease; although mention of Chapter 179 may not there be made. In any case, a letter will suffice, for those making such request do not consider a rider to the lease necessary.

Thanking you for your courtesy, and with personal regards, I am

Cordially yours,

/s/ BURKE RILEY

September 23, 1955

RE: HAINES, ALASKA
(Small Boat Harbor)

Burke Riley, Esq.
Attorney-at-Law
Haines, Alaska

Dear Mr. Riley:

This will acknowledge receipt of your letter of September 21, 1955.

I am enclosing a photostatic copy of the original United States Patent Number 271065. Please note that the patent was recorded on the 14th day of October, 1912, in Vol.9 of Deeds at pages 33-34, records of Alaska at Skagway, before Martin Conway, District Recorder for Skagway District. I have no objection, however, to its being recorded in Juneau if you think it necessary.

If you will send me the form of letter which you wish the Board to sign with regard to the Territory's going upon the land under lease to the Town of Haines for the boat harbor, I will be happy to present the letter to an officer of the Board for signature. I can see no reason why there should be any objection.

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.
cc: Dept.of Educational & Medical Work

LAW OFFICES OF

FAULKNER, BANFIELD & BOOCHEVER

P. O. BOX 1121

JUNEAU, ALASKA

HERBERT L. FAULKNER
NORMAN C. BANFIELD
ROBERT BOOCHEVER
FRANK M. DOOGAN

September 27, 1955

Department of
REC'D
OCT 6 1955
Educational and Medical Work

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, New York

Re: Haines, Alaska, Small Boat Harbor Lease

Dear Mr. Tribus:

Further reference is made to your letter of September 15th pertaining to the Small Boat Harbor lease to the Town of Haines. The lease and option has now been recorded in the office of the U. S. Commissioner and Ex-Officio Recorder at Haines, Alaska. The Town of Haines has paid the expenses of recording this instrument.

We have conformed the two other copies of the lease and option and have returned one copy to Mr. Riley for the Town of Haines, with the other copy being placed in our files. The original lease and option is enclosed herewith so that this matter may now be regarded as closed. Your patience in working out this matter is much to be admired and we congratulate you on the fine lease which you have drawn.

With best regards, we remain,

Very truly yours,

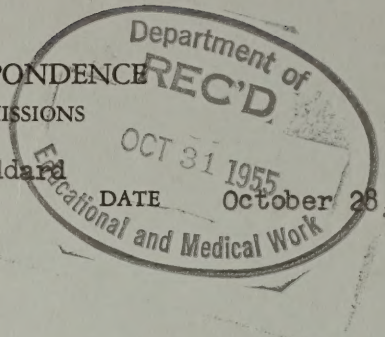
FAULKNER, BANFIELD & BOOCHEVER

By R. Boochever

rb/rd
enc.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS



TO Dept.of Educational & Medical Work-Miss Goddard

FROM Mr. Lucien H. Tribus DATE October 28, 1955

RE: HAINES, ALASKA - Small Boat Harbor Lease

Attached is an extra copy for your files of the Small Boat Harbor Lease, dated August 1, 1955, which has been recorded in Book 2-Miscell. on page 149/154, Haines, Territory of Alaska. This is a duplicate original.

LHT

Lucien H.Tribus

Legal Counsel

D.
Attach.

HAINES COMMON COUNCIL

HAINES, ALASKA

3 November 1955

COPY

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

The Haines Common Council is forwarding the enclosed check from the Town of Haines to the Board of National Missions of the Presbyterian Church in the amount of twenty-five ($25.00), dollars for the 1955 rental of the portion of U.S.Survey 735.

This payment is being made under the agreement stipulated in the Lease and Option for the Small Boat Harbor.

Very truly yours,

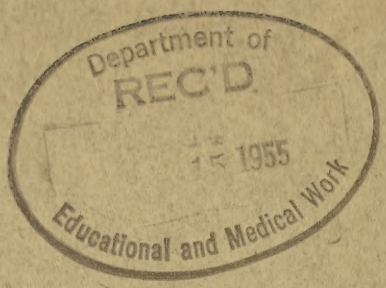
s/ Phyllis Lindquist

(Mrs.)
Town Clerk

Ed Mud

105

9



Haines Boat Harbor

November 14, 1955

RE: HAINES, ALASKA
(Small Boat Harbor)

Mrs. Phyllis Lindquist, Town Clerk
Haines Common Council
Haines, Alaska

Dear Mrs. Lindquist:

Thank you very much for Check No.0685 in the amount of $25.00 which represents a payment from the Town of Haines for the first payment of rent as per Small Boat Harbor Lease and Option.

I certainly enjoyed my visit in Haines and getting to know the people and was very appreciative of your help.

I will have you know that I had the pleasure of catching four large salmon before I left Haines and just missed being caught by a whale, - in which case if the whale had been successful I would have been able to prove or disprove the Jonah story!

I expect to be in Haines in the spring and I hope to be accompanied by Mr. Thomas Cox and his wife. Mr. Cox is a member of our Board and will probably be Chairman of the Board's Committee on Real Estate. If it can be arranged I think that Mr. Cox and I would like to take a trip into the grizzly country up the Chilkoot River. Frank Schnabel said that when I came back he would be glad to make such a trip.

Please give my best to everybody on the Council and tell them I hope to be meeting with them soon. With kind personal regards, I am

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D

P.S. Have we been taken off the tax rolls as yet?